

**ENTERED**

September 29, 2021

Nathan Ochsner, Clerk

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
VICTORIA DIVISION**


---

In re:	§	
	§	Subchapter V
Scott Vincent Van Dyke	§	
	§	Case No. 21-60052
Debtor.	§	<b>Christopher M. Lopez</b>

---

**ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF HENKE,  
WILLIAMS & BOLL, LLP AS SPECIAL COUNSEL  
(No. \_\_\_\_)**

The Court considered the Debtor's Application for an Order Pursuant to Sections 327(e) and 328(a) of the Bankruptcy Code Authorizing the Employment and Retention of Henke, Williams & Boll, LLP (the "Law Firm") as Special Counsel for the Debtor (the "Application")<sup>1</sup> and the declaration of Jett Williams, III (the "Declaration") submitted in support of the Application. The Court hereby finds that based upon the representations made in the Application and Declaration: (i) the Law Firm represents no interest adverse to the Debtor, its estate, or its creditors with respect to the matter upon which it is to be engaged; (ii) the employment of the Law Firm is necessary and in the best interest of the Debtor's estate; and (iii) the proposed terms and conditions of the Law Firm's employment are reasonable under the circumstances; it is therefore hereby:

**ORDERED** that, in accordance with §§ 327(e) and 328(a) of the Bankruptcy Code, the Debtor is authorized to retain the Law Firm as special counsel in this case under chapter 11 of the Bankruptcy Code pursuant to the terms and conditions set forth in the Application; it is further


**ORDERED** that the Law Firm shall be compensated for its services on a contingent fee basis as follows: (a) a base contingent fee of fifteen percent (15%) of any settlement or recovery by or on behalf of the Debtor, the Debtor's bankruptcy estate, or the United States Trustee, (b) plus an additional five percent (5%) of any such settlement or recovery for each level of appeal taken by any party and (c) plus an additional five percent (5%) of any such settlement or recovery for each remand that requires more than entry of an order or judgment. In addition, the Law Firm shall be entitled to full reimbursement for all actual, necessary expenses and other charges incurred by the Law Firm, and the Law Firm shall be entitled to make periodic application to this Court for such reimbursement. However, the Law Firm shall not be required to advance any expenses in excess of \$500, including but not limited to experts' fees or retainers, and the Law Firm may make application to this Court for the payment of any such expenses. The Law Firm may withdraw from the representation of Debtor in this matter at any time, subject to the approval of the Court in which the matter is pending. All fees and expenses paid to the Law Firm shall be done so in accordance

---

<sup>1</sup> All terms not defined herein shall have the same meaning ascribed in the Application

with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules of the United States Bankruptcy Court for the Southern District of Texas, the provisions of the Application, and any interim compensation procedures order approved by the Court.

Signed: September 29, 2021

  
\_\_\_\_\_  
Christopher Lopez  
United States Bankruptcy Judge



HENKE, WILLIAMS & BOLL, LLP  
2929 Allen Parkway, Suite 3900 | Houston, Texas 77019  
713.940.4500 | HenkeLawFirm.com



July 26, 2021

Mr. Scott Van Dyke  
1515 South Boulevard  
Houston, Texas 77006

Re: Civil Action No. 4:19-cv-03101; *Anglo-Dutch Petroleum International, Inc. and Anglo-Dutch (Tenge), L.L.C. v. Greenberg Peden, P.C. and Gerard J. Swonke*; in the United States District Court for the Southern District of Texas, Houston Division, the Honorable Vanessa D. Gilmore presiding; and

No. 21-60052; *In re Scott Vincent Van Dyke, Debtor*; in the United States Bankruptcy Court for the Southern District of Texas, Victoria Division.

Dear Mr. Van Dyke:

Scott Vincent Van Dyke ("Debtor") hereby hires and retains Henke, Williams & Boll, LLP (the "Law Firm") on a contingent fee basis pursuant to the Law Firm's standard policies and procedures and the parties' existing fee agreement to represent Debtor (a) in pursuing recovery of all or part of the funds held in the registry of the court in connection with Cause No. 2004-20712; *Anglo-Dutch Petroleum International, Inc., et al v. Greenberg Peden, P.C., et al*; In the 61<sup>st</sup> Judicial District Court of Harris County, Texas, and/or (b) as a party in Civil Action No. 4:19-cv-03101; *Eva S. Engelhart, Chapter 7 Trustee, and Anglo-Dutch (Tenge), LLC v. Greenberg Peden, PC and Gerard Swonke*; pending in the United States District Court for the Southern District of Texas (the "Lawsuit"). Pursuant to § 327(e) of the Bankruptcy Code, Debtor has requested that the Bankruptcy Court in Case No. 21-60036; *In Re: Anglo-Dutch Energy, Debtor*; In the United States Bankruptcy Court for the Southern District of Texas, Victoria Division, approve such terms and conditions of the Law Firm's employment as reasonable pursuant to § 328(a) of the Bankruptcy Code.

Debtor understands and agrees that Law Firm will apply for compensation for professional services rendered in connection with the representation described herein, subject to approval of the presiding Bankruptcy Court and compliance with applicable

A handwritten signature in blue ink, appearing to be "S".

Scott Van Dyke  
July 26, 2021  
Page 2

provisions of the Bankruptcy Code, on a contingent fee basis as follows: (a) a base contingent fee of fifteen percent (15%) of any settlement or recovery by or on behalf of the Debtor, The Debtor's bankruptcy estate, or the United States Trustee, (b) plus an additional five percent (5%) of any such settlement or recovery for each level of appeal taken by any party; and (c) plus an additional five percent (5%) of any such settlement or recovery for each remand that requires more than entry of an order or judgment.

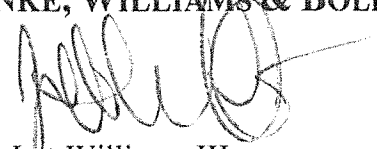
As an example, should this matter be resolved in the Bankruptcy Court, then appealed to the District Court, then appealed to the Fifth Circuit Court of Appeals, and then remanded to the Bankruptcy Court for further proceedings consistent with the Fifth Circuit's opinion, the contingent fee interest of the Law Firm would then stand at 30% (i.e., the base contingent fee of 15%, plus two rounds of appeals at 5% each, and one remand for substantive proceedings at 5%).

In addition, the Law Firm shall be entitled to full reimbursement for all actual, necessary expenses and other charges incurred by the Law Firm, and the Law Firm shall be entitled to make periodic application to this Court for such reimbursement. However, the Law Firm shall not be required to advance any expenses in excess of \$500, including but not limited to experts' fees or retainers, and the Law Firm may make application to the presiding Bankruptcy Court for the payment of any such expenses. The Law Firm may withdraw from the representation of Debtor in this matter at any time, subject to approval of the Court in which the matter is pending.

It is understood and agreed that the Law Firm's representation of the Debtor pursuant to this agreement **DOES NOT** extend to representation of any party, including but not limited to Debtor, in connection with the case styled Civil Action No. 4:19-cv-02894; *Eva S. Engelhart, Chapter 7 Trustee, Littlemill Limited, Prosperity Settlement Funding, Inc., Robert M. Press, Anzar Settlement Funding Corp. and Forest Hunter Smith v. Scott Van Dyke, Anglo-Dutch Energy, LLC, Anglo-Dutch Petroleum International, Inc., Anglo-Dutch (Tenge), LLC and Theresa Van Dyke*; pending in the United States District Court for the Southern District of Texas or the issues raised or joined therein, including but not limited all allegations of fraudulent transfer or alter ego, even if asserted as claims or defenses in the Lawsuit or any proceeding covered by this agreement.

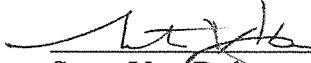
Very truly yours,

  
**HENKE, WILLIAMS & BOLL, LLP**

  
By: Jeff Williams III

Scott Van Dyke  
July 26, 2021  
Page 3

**AGREED AND APPROVED:**

  
\_\_\_\_\_  
Scott Van Dyke

Dated: 7/27/2021